minor child is not an absolute proprietory right, but it is in the nature of a trust which imposes upon him the reciprocal obligation to maintain his infant child, and the law secures him in his right only so long as he discharges his correlative duties. *Nugent* v. *Powell,* 4 Wyo. 173. By abandonment of his child, the father forfeits his right to its services. *Clark* v. *Bayer,* 32 Oh. St. 299; *Stansburg* v. *Bertron,* 7 Watts. & S. 362. By what act abandonment takes place depends upon the circumstances in each case. *Greenwood* v. *Greenwood,* 28 Md. 369. In the principal case the court held that upon the evidence there was no room to doubt that the father had abandoned his daughter. The father having abandoned his daughter and cast the burden of her support on the plaintiff, his right to his daughter's services also devolved upon plaintiff. *Nugent* v. *Powell,* 4 Wyo. 173; *Delatour* v. *Mackay,* 139 Cal. 621. Plaintiff thus being in a position to demand her daughter's services, her right to maintain this action follows.

SALE OF STANDING TIMBER.—RIGHT OF ENTRY TO CUT.—Plaintiff conveyed standing timber by deed to A, with a right of entry for removal during the period of seven years. A conveyed his timber rights to B, and B conveyed to C, who sold the timber rights to D, and these timber rights afterwards passed by mesne conveyances to the defendant. Plaintiff brought action in trespass against the defendant for cutting and removing trees. *Held,* that the right of entry was incidental merely, and could not exist apart from the ownership of the timber. *Yarbrough* v. *Stewart,* (Ala. 1915) 67 So. 980.

The ground upon which the court in the principal case bases its decision is that such a contract is a mere license, revocable at the will of the grantor. This is undoubtedly true where the license in question is merely a parol one, giving the grantee the right to enter and remove standing timber. *Hodsdon* v. *Kennett,* 73 N. H. 225; *Walter* v. *Lowrey,* 74 Miss. 484; *Garner* v. *Mahoney,* 115 Iowa 356; *Spacy* v. *Evans,* 158 Ind. 431. But a different rule is by several cases held to exist where the timber is conveyed by deed, for a valuable consideration, granting the right to enter and remove for a certain definite period of time. In such cases it is held that the right is a license coupled with an interest, not revocable by the grantor during the period specified. *McLeod* v. *Dial,* 63 Ark. 10; *Bolland* v. *O'Niel,* 81 Minn. 15; 25 CYC. 649. These cases, which seem to be in accord both with reason and common sense, would, if sound, control the decision in the principal case. Interpreting the agreement in question as a license coupled with an interest, the right of the assignee of the interest to exercise the license is apparent, and the grantor would not have the right to revoke the license so as to defeat such interest. *Russell* v. *Hubbard,* 59 Ill. 335; *Putnam* v. *White,* 76 Me. 551.

SURETYSHIP—POSITION OF MARRIED WOMAN RELEASING HOMESTEAD RIGHTS. —A husband and wife were both made defendants in a suit on a promissory note, and to foreclose a mortgage. The note was executed by the husband alone. The mortgage covered the homestead and was executed by both husband and wife. The wife defended on the ground that several exten-

sions had been given on the note without her consent or knowledge and that therefore the mortgage which she signed was released and unenforceable. *Held,* the wife did not stand in the relation of surety to the payee and cannot be released by reason of the extension of the note. *Bennett* v. *Odneal,* (Okl.) 147 Pac. 1013.

While a married woman cannot bind herself personally as a surety for her husband unless permitted by statute, she may ordinarily pledge or mortgage her separate property for his debt and if she does, such property occupies the position of a surety (1 BRANDT, SURETYSHIP (2nd ed.) 43; SPENCER, SURETYSHIP, 16; *Gall* v. *Fehr,* 131 Wis. 141); and will be discharged by anything which would discharge a surety who is personally liable. *Cross* v. *Allen,* 141 U. S. 528; *Bank* v. *Burns,* 46 N. Y. 170; *Dennison* v. *Gibson,* 24 Mich. 187; *Johns* v. *Reardon,* 11 Md. 465. Accordingly, it is held that where an extension of the time of payment is granted to a husband for whose debt the wife has given a mortgage as security, without the consent of the wife, she is discharged from liability and the mortgage is released. *Diehl* v. *Davis,* 75 Kan. 38; *Eisenberg* v. *Albert,* 40 Ohio St. 631; *Post* v. *Losey,* 111 Ind. 74. These holdings, however, are limited to cases in which the wife has mortgaged her *separate* estate. Where the wife merely joins with her husband in a mortgage of his real estate *to release her dower or homestead rights,* as in the instant case, she is not put in a position of surety in regard to them and is not entitled to the rights and privileges of sureties. *Hawley* v. *Bradford,* 9 Paige 200; *Tennison* v. *Tennison,* 114 Ind. 424; *Jenness* v. *Cutler,* 12 Kan. 500; *Bank* v. *Blythe,* 21 Ky. L. R. 1033; *Omlie* v. *O'Toole,* 16 N. D. 126; *Smith* v. *Scherck,* 491; because her dower or homestead right is regarded technically "as no estate at all," but merely a restriction which she removes by joining in the mortgage.

TRESPASS.—TITLE NECESSARY TO MAINTAIN ACTION.—Plaintiff, the record owner of certain timber lands, failed to pay the required taxes on the same, and at a sale they were bid in by the state, who became the owner, subject to an equity of redemption in plaintiff. By tax deeds void on their faces, the lands in question were conveyed by the state, and subsequently were bought by the defendant. Action was brought against the defendant for cutting and logging timber on these lands. *Held,* the fact that plaintiff had not paid the taxes on the property, or that he had not redeemed from the tax sales on which the state was purchaser, did not prevent his maintaining an action against a stranger for cutting and removing timber on the land. *Helmer* v. *Shevlin-Mathieu Lumber Co.,* (Minn. 1915) 151 N. W. 421.

It appears from the statement of facts that neither party was in actual possession of the lands in question. Had the plaintiff been in actual possession thereof, that alone would have been sufficient to give him the right to maintain his action in the absence of any showing of superior right or title on the part of the defendant. *Sutton* v. *Lockwood,* 40 Conn. 318; *Bird* v. *Stark,* 66 Mich. 654; *Watts* v. *Loomis,* 81 Mo. 236; *Dederick* v. *State,* 122 Tenn. 222; *Litchfield* v. *Ferguson,* 141 Mass. 97. In the absence of such actual possession, plaintiff may show constructive possession and maintain